

BILL NO. S-75-06-24.

SPECIAL ORDINANCE NO. S-124-75.

AN ORDINANCE approving a contract with BROOKS
CONSTRUCTION COMPANY for Resolution 5688-1975
Resurfacing Program

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. That the contract dated June 11, 1975, between the
City of Fort Wayne, by and through its Mayor and the Board of Public Works
and BROOKS CONSTRUCTION COMPANY, INC., for:

Contract G Concrete work in restoration of curbs and pavement
in the following described areas:

Wells Street, from the north line of St. Marys River Bridge to
the south property line of Huffman Street designated for curb
and sidewalk restoration where indicated,

Lake Avenue designated for new curbs on both sides of the street
from the west curb line of Crescent Avenue to the east curb line
of St. Joseph Boulevard

CRESTWOOD ADDITION:

Bayberry Drive and Bethany Lane intersection for concrete pave-
ment restoration,

Bittersweek Drive, for concrete pavement restoration adjacent
property at Nos. 6321, 6328 and 6417 Bittersweet Drive

NORTH SHERWOOD TERRACE ADDITION

Beaumont Drive for concrete pavement restoration adjacent
property at Nos. 6122 and 6115 Beaumont Drive.

Elnora Drive, for concrete pavement restoration adjacent
property at No. 921 Elnora Drive

Dartmouth Court for concrete pavement restoration adjacent
property No. 6016 (North Lane)


Dartmouth Drive for concrete pavement restoration adjacent
property at No. 6016 Dartmouth Court (East Lane)

for a total cost of \$107,380.68, all as more particularly set forth in said contract
which is on file in the Office of the Board of Public Works, is by reference in-
corporated herein, made a part hereof and is hereby in all things ratified,
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from
and after its passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Singa, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 6-24-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Talarico, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 7-8-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. S-12475 on the 8th day of July, 1975.

ATTEST:

(SEAL)

Charles W. Westerman

CITY CLERK

James Stier
PRESIDING OFFICER

M. J. Zornick Chief Deputy
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of July, 1975, at the hour of 2:30 o'clock A. M., E.S.T.

Approved and signed by me this 9th day of July, 1975, at the hour of 2:30 o'clock P. M., E.S.T.

James Stier
MAYOR

Ill No. S-75-06-24

REPORT OF THE COMMITTEE ON PUBLIC WORKS

and, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with BROOKS CONSTRUCTION COMPANY for Resolution 5688-1975

Resurfacing Program

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Muehls

William T. Hinga

Donald J. Schmidt

Wm. J. R.
Eugene Kraus
John Muehls
William T. Hinga
Donald J. Schmidt

concluded

MADE A MATTER OF RECORD

DATE 7-8-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

May 27, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contracts have been awarded for the 1975 Street Resurfacing program as follows:

Contract "A" -	Rieth-Riley Const. Co.	\$235,448.35
Contract "B" -	Rieth-Riley Const. Co.	78,875.85
Contract "C" -	Dailey Asphalt Products	347,826.20
Contract "D" -	Wayne Asphalt & Const.	62,900.05
Contract "E" -	Wayne Asphalt & Const.	103,028.75
Contract "F" -	Wayne Asphalt & Const.	55,067.00
Contract "G" -	Brooks Const. Co.	107,380.68

Due to the urgency for accomplishing these improvements during this construction season and the need for contractors to incorporate this work in their jobs schedule, the Board respectfully requests "Prior Approval" of these contracts,

Upon preparation of the contracts and receipt of contractors' bonds, they will be forwarded for formal approval and Ordinance,

Copies of bid tabulations and project involved are attached.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E O'Neal

Carl E. O'Neal, Member

CEO:bt

Attachments

cc: Mayor

APPROVED:

MEMBERS OF THE COMMON COUNCIL:

ATTEST:

City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

PROJECT 1975 Bond - Concrete Project (Contract "G") OFFICE OF CITY ENGINEER

OFFICE OF CITY ENGINEER

MATERIAL

FORT WAYNE INDIANA

[illegible]

62-119-9 6/11/75

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
Preliminary Meeting _____
Ratification _____

This Agreement, made and entered into this 11 day of June, 1975

by and between -----BROOKS CONSTRUCTION COMPANY, INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Contract "G"-Resolution No. 5688-1975: For concrete work to be done in restoration of curbs and pavement as set forth in the attached resolution.

by grading and paving the roadway to a width of -----feet with-----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot-----

at the following prices:

Concrete pavement removal	Seven dollars and fifty cents, per square yard	7.50
8" concrete pavement	Thirteen dollars and thirty five cents, per square yard	13.35
6" x 18" concrete curb	Five dollars and ninety five cents, per lineal foot	5.95
Curb removal	One dollar and thirty five cents, per lineal foot	1.35
Mulching, seeding, & fertilizer	One dollar and thirty five cents, per square yard	1.35
Top soil	Twelve dollars and thirty eight cents, per ton	12.38
Sidewalk removal	Two dollars and fifty cents, per square yard	2.50
New curbface walk	One dollar and forty eight cents, per square foot	1.48
New standard walk	One dollar and thirty cents, per square foot	1.30
Blue grass sod	Three dollars and no cents, per square yard	3.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1975 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 3rd

day of June, 1974

BROOKS CONSTRUCTION COMPANY, INC.

BY: James E. Brooks

ITS: Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl E. Mead

Carl E. Mead

Carl E. Mead

Its Board of Public Works and Mayor.

Carl E. Mead

Carl E. Mead

Carl E. Mead

Carl E. Mead

Carl E. Mead

Carl E. Mead

Carl E. Mead

Carl E. Mead

Carl E. Mead

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve by resurfacing, improving curbs and restoring pavement as designated on the following streets to be known as:

Contract "A"

Hancock Street from the south property line of Maumee Avenue to the north property line of Pittsburg Street,

Winch Street from the east property line of Grant Avenue to the west property line of Dubois Street,

Fairfield Avenue from the south property line of Baker Street to the south property line of Creighton Avenue,

Clay Street from the south property line of Jefferson Street to the north property line of Brackenridge Street,

Pioneer Street, Fenker Avenue and Lee Street (Cloverleaf Traffic Loop) from the northerly property line of Wayne Trace to the northeasterly property line of Wayne Trace,

Monroe Street from the south property line of Berry Street to the south curb line of Hayden Street,

Hanna Street from the south property line of Jefferson Street to the south property line of Creighton Avenue as platted west.

Contract "B"

Glenwood Avenue from the east property line of Santa Rosa Drive to a point 364 feet east thereof,

Vance Avenue from the east curb line of Anthony Boulevard to a point 150 feet west of the west property line of Rolston Street,

Kensington Boulevard from the south property line of Lake Avenue to the south curb line of Columbia Avenue.

Contract "C"

State Boulevard from the east property line of North Side Drive to the east property line of Sherman Boulevard,

Spring Street from the west property line of Sherman Boulevard to a point 200 feet west of Tyler Avenue.

Contract "D"

Leesburg Road from the south property line of Spring Street to a point 340 feet ± northwesterly to the Norfolk and Western Railroad,

Brooklyn Avenue from the south property line of Taylor Street to the north pavement line of Covington Road.

Contract "E"

Pettit Avenue from the west property line of Calhoun Street to the east property line of Fairfield Avenue,

Calhoun Street from the north property line of Pettit Avenue to the north property line of Paulding Road.

Contract "F"

Pettit Avenue from the west property line of Anthony Boulevard to the east property line of Gaywood Drive.

with Hot Asphaltic Binder, City Mix A-2 and State Mix - Type "B"

ALSO

Contract "G"

The following streets for restoration of concrete curbs and concrete pavement restoration as designated by the project engineer and deemed necessary by the Board of Public Works of the City of Fort Wayne.

(Continued)

Wells Street, from the north line of St. Marys River Bridge to the south property line of Huffman Street designated for curb and sidewalk restoration where indicated,

Lake Avenue designated for new curbs on both sides the street from the west curb line of Crescent Avenue to the east curb line of St. Joseph Boulevard,

CRESTWOOD ADDITION:

Bayberry Drive and Bethany Lane intersection for concrete pavement restoration,

Bittersweet Drive, for concrete pavement restoration adjacent property at Nos. 6321, 6328 and 6417 Bittersweet Drive.

NORTH SHERWOOD TERRACE ADDITION:

Beaumont Drive for concrete pavement restoration adjacent property at Nos. 6122 and 6115 Beaumont Drive.

Elnora Drive, for concrete pavement restoration adjacent property at No. 921 Elnora Drive.

Dartmouth Court for concrete pavement restoration adjacent property No. 6016 (North Lane)

Dartmouth Drive for concrete pavement restoration adjacent property at No. 6016 Dartmouth Court (East Lane)

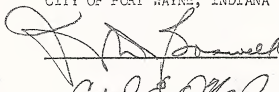
All in accordance with specifications on file in the office of the Department of Public Works of said City; and such improvements are now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne, Indiana and that no special benefits will accrue to property owners adjoining said improvement or be otherwise assessable under this improvement resolution.

The cost of these improvements shall be paid from monies appropriated from the General Obligation Bonds and designated as "Municipal Bonds - 1975" of the City of Fort Wayne, Indiana and approved by the Common Council of said City under General Ordinance G.O. 5-75 and/or from monies so designated for this improvement by the Board of Public Works.

ADOPTED, this 11 day of June, 1975.

BOARD OF PUBLIC WORKS
CITY OF FORT WAYNE, INDIANA


Chairman


Member

Member

ATTEST:

Clerk

GUARANTY BOND

Know All Men by These Presents, That we-----
-----BROOKS CONSTRUCTION COMPANY, INC.-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred Seven Thousand Three Hundred Eighty Dollars and Sixty Eight Cents-----

-----(\$107,380.68)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----BROOKS CONSTRUCTION COMPANY, INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a
-----Pavement

~~XXX~~-----~~XXXXXX~~ Contract "G"-Res. No. 5688-1975:

for concrete work to be done in restoration of curbs and pavement as set forth on
the attached resolution.

-----according to certain plans and specifications, and
for a period of three (3) years
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

BROOKS CONSTRUCTION COMPANY, INC.-----shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 5th day of June 1975

AMERICAN STATES INSURANCE COMPANY

BROOKS CONSTRUCTION COMPANY, INC. (SEAL)

BY: M. Richard Craig
ATTORNEY-IN-FACT

BY: James F. Brooks (SEAL)

ITS: Dus (SEAL)

Approved this 11th day of June 1975

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we _____

BROOKS CONSTRUCTION CO., INC._____

as principal, and AMERICAN STATES INSURANCE COMPANY of INDIANAPOLIS, INDIANA_____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred,

Seven Thousand Three Hundred Eighty Dollars and Sixty Eight Cents_____ for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$107,380.68)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 3rd day of June 1975

BROOKS CONSTRUCTION COMPANY, INC. (SEAL)

BY: James E. Burt (SEAL)

ITS: Dus (SEAL)

(SEAL)

Approved this 11th day of June, 1975

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 30, 1975

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.

In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	PW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING) (HIGHWAY)	S	8.31		6%		4	2if
	S	9.01	47	4c		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	1% 30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35c holid
IRON WORKER	S	9.70	55	65		1	
LABORER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	5.95-6.25	35	30		7	
	S-US-SS	5.90-6.05	35	30		7	
	S-US-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING) (HIGHWAY) (SEWER)	S-SS						
	US	6.75-9.15	40	40		5	
	S-SS-US	6.61-8.30	30	30		5	
	S-SS-US	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING) (HIGHWAY)	S-SS						
	US	6.68-7.63	16pw	17pw			
	S-SS-US	6.56-7.16	16pw	17pw			

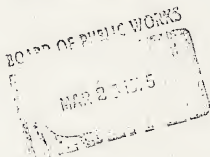
IF ANY CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 21st DAY OF March, 1975

William T. H. H.
 REPRESENTING GOVERNOR, STATE OF INDIANA

Charles H. H.
 REPRESENTING THE AWARDED AGENT.

John M. H.
 REPRESENTING STATE A.F.L. & C.I.O.



DIGEST SHEET



TITLE OF ORDINANCE Special Ordinance

2-75-06-24

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Brooks Construction Company in amount of \$107,380.68 for Resolution 5688-1975, Contract "G", 1975 Resurfacing program.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Provide for necessary improvements.

EFFECT OF NON-PASSAGE Unable to complete project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$107,380.68 cost to City

ASSIGNED TO COMMITTEE _____

*Outstanding
JBS*